

IN THE MATTER between **UMC FINANCIAL MANAGEMENT PROPERTIES**,
Applicant, and **JOSH JONES**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

UMC FINANCIAL MANAGEMENT PROPERTIES

Applicant/Landlord

- and -

JOSH JONES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand nine hundred fifty five dollars (\$6955.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant utility costs which were paid on his behalf in the amount of two thousand two hundred thirty two dollars and twenty two cents (\$2232.22).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the premises known as 615 Range Lake Road,

Yellowknife, NT shall be terminated on June 13, 2008 and the respondent shall vacate the premises on that date unless the rent arrears, utility costs and the rent for June, 2008 in the total amount of ten thousand six hundred two dollars and twenty two cents (\$10,602.22) are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of May, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

UMC FINANCIAL MANAGEMENT PROPERTIES

Applicant/Landlord

-and-

JOSH JONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marcia Campbell, representing the applicant
Clement Lavoie, representing the applicant (by
telephone)
Vita Morin-Beaulieu, representing the respondent
Josh Jones, respondent

Date of Decision: May 20, 2008

REASONS FOR DECISION

The application was filed against respondents Josh Beaulieu and Chelsea McNaughton as joint tenants. Mr. Jones testified that his correct name was Josh Jones and that Ms McNaughton vacated the premises in September, 2007. Therefore there is no service of the application or the Notice of Attendance on Ms McNaughton. The style of cause of the order shall reflect Mr. Jones' correct name and shall not include Ms McNaughton as a respondent.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for water and electrical costs during the term of the tenancy agreement. The rent for the premises is \$1415/month plus utilities. The applicant testified that the water and electrical costs continue to be paid for by the landlord in order to protect the property.

The applicant provided an itemised account of the rent and electrical and water charges that have been paid on behalf of the respondent. The statement indicates that there is rent owing in the amount of \$6955, water charges which have been paid on behalf of the respondent in the amount of \$454.29 and electrical charges which have been paid on behalf of the respondent in the amount of \$1777.93.

The respondent did not dispute the allegations. The respondent's representative, his mother, stated that she would like to make some arrangements whereby Josh could pay the amounts in small monthly payments in order to teach him the responsibility of being a tenant. The applicant

could not agree to scheduled payments.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to pay for utilities during the term of the tenancy agreement. I find the rent arrears to be \$6955 and the utility costs which have been paid on behalf of the respondent to be \$2232.22. In my opinion there are sufficient grounds to terminate this tenancy agreement unless the rent arrears and the utility costs are promptly paid to the applicant.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$6955 and utility costs of \$2232.22 and terminating the tenancy agreement on June 13, 2008 unless those amounts plus the June, 2008 rent in the total amount of \$10,602.22 are paid in full. I calculate that amount as follows:

Rent arrears to May 31/08	\$6955.00
Electrical costs	1777.93
Water costs	454.29
June/08 rent	<u>1415.00</u>
Total	\$10,602.22

Should the tenancy agreement continue, the respondent is order to pay future rent on time.

Hal Logsdon
Rental Officer